



Replacement Vehicle Commercial Vehicle

Policy Wording

Replacement Vehicle Policy Wording

Please keep this policy wording, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to.

This Replacement Vehicle policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

Who is your insurer?

This insurance is arranged by URIS Group Limited and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Certification of cover

This policy wording combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy wording, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with **your** broker. If **your motor insurance policy** is cancelled for any reason, this policy will also be cancelled.

Who administers your policy?

We've appointed URIS Group Limited to administer **your** policy and Davies Group Limited handle claims on behalf of the **insurer**. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Davies Group Limited have appointed the hire firm, Slater Gordon Solutions, to deal with any claims covered by the insurance on their helpline: Tel: 0344 571 3107. More details can be found in the 'How to make a claim' section.

Language

You will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'Definitions' section at the end of this document.

Please contact **your** broker if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact **your** insurance broker who arranged this insurance for **you**.

What does the policy cover and what will it pay out?

Events

During the **period of insurance** and within the **territorial limits** the policy will cover the **insured vehicle** if rendered a **total loss** or **undriveable** following:

- A road traffic accident which is **your** fault;
- Fire, vandalism, or attempted theft; or
- The **insured vehicle** is stolen and not recovered.

Benefits

The policy will pay the following benefits if one of the above events occur:

- **We** will supply **you** with a **replacement vehicle** delivered to **you** until:
 - The date when **you** receive a settlement in respect of the value of the **insured vehicle**; or
 - The date on which the **insured vehicle** is repaired or replaced under the terms of **your motor insurance policy**; or
 - The date on which the **insured vehicle** is recovered in the event of theft.All of the above is subject to a maximum of 14 days.
- If, for whatever reason, it is not possible to provide **you** with a **replacement vehicle** we will contribute up to £20 per day towards transportation costs up to a maximum of 14 days.
- A maximum of 2 claims can be made during the **period of insurance**.

What is not covered?

The policy will not pay out for the following:

- The supply of a **replacement vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire;
- Any hire vehicle costs incurred before **our** acceptance of a claim or not arranged through **us**;
- Any additional hire charges due after 14 days of hire;
- Any hire vehicle costs after **your insured vehicle** is replaced; settlement received for the value of the **insured vehicle** or where the **insured vehicle** is recovered in the event of theft;
- Any hire vehicle costs where the **insured incident** has not been reported under **your motor insurance policy**;
- Any **vehicle hire costs** as a result of theft which has not been reported to the police and/or a crime reference number has not been obtained;
- Any costs of fuel, fares, fines or fees relating to the **replacement vehicle** whilst in **your** possession;
- The supply of a replacement vehicle if you are a self-drive hire operator or motor trader, unless it is for your personal use only;
- The supply of a **replacement vehicle** where the **insured vehicle** is used for racing, rallies or competitions;
- Any claims arising where there is any allegation that the **insured person** had consumed alcohol or illegal drugs;
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government, local or public authority;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation; or
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted;
- Infections or Contagious Disease
Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (a) Infectious or contagious disease;
 - (b) Any fear or threat of (a) above; or
 - (c) Any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Conditions and limitations

The following conditions apply to **your** policy:

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when **you** purchased the policy and to make sure that all information supplied to **us** is true and correct. This also applies if **you** wish to make any changes to **your** policy during the **period of insurance** or if **you** make a claim under this policy. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

If **you** do not answer questions truthfully and accurately, this may affect **your** cover. In the event that **you** have supplied **us** with information which is incorrect or false, **we** reserve the right to declare **your** policy invalid and cancel **your** cover, with no refund of premium. In the event that **you** have made a claim, **we** may refuse to pay all or part of that claim.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else.

How to make a claim

If **you** want to make a claim on the policy please follow the instructions below:

- Read this policy wording to check that the cause of the claim is covered;
- Contact the claims line on 0344 571 3107 as soon as possible;
- In the event of theft, **you** must report the incident to the police as soon as possible and obtain a crime reference number. **You** will be required to provide **your** crime reference number to the **hire firm**;
- If **you** have a valid claim, **we** will arrange for the delivery of a **replacement vehicle** to **you** within 1 working day of the claim being accepted;
- **You** may ask for the **replacement vehicle** to be delivered to **you** at any convenient place within the **territorial limits**;
- **You** must keep the **hire firm** fully informed at all times of all matters relating to **your** motor insurance claim and in particular must notify them immediately if the **insured vehicle** is replaced, settlement received for the value of **insured vehicle**, or where the **insured vehicle** is recovered in the event of theft.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

Cancelling your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting **your** insurance broker.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy, no refund of premium would be made.

Customer service and complaints

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact your insurance broker who arranged this insurance for **you**.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about your policy or the handling of your claim

If **you** have any questions or concerns about the handling of a claim, **you** should contact the **administrators** at:

Niche Claims
PO Box 1392

URIS/BS/RV/CV/0920

Preston
PR2 0XE

Email: specialistclaims@davies-group.com.

Telephone: **0344 854 2072** (all calls are recorded for training, compliance, claims and counter fraud purposes).

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123.

Website: www.financial-ombudsman.org.uk.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights, contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

ONLINE DISPUTE RESOLUTION PORTAL

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Legal and regulatory information

Premiums and claims – your rights

Please note that once **you** have paid **your** premium to the insurance broker, **we** treat it as having been received by **us**.

The law & legal proceedings applicable to this insurance

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

UK General Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>.

Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Definitions

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Davies Group Limited handle claims on behalf of the **insurer**.

Hire Firm

Slater Gordon Solutions Business Process Services (UK) Limited, Bickerstaffe House 1 Bickerstaffe Square, Talbot Rd, Blackpool FY1 3AH.

Insured vehicle

The vehicle listed in and insured under the **motor insurance policy**.

Motor insurance policy

The van insurance policy that has been issued to **you** for the **insured vehicle**.

Period of insurance

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

Policy schedule

The document which forms part of the **motor insurance policy** contract alongside which **you** bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Replacement vehicle

A replacement car not exceeding 2,000cc or a standard commercial vehicle having an equivalent engine capacity to the **insured vehicle**. If the **insured vehicle** is a standard commercial vehicle, a standard commercial vehicle will be provided of equivalent specification to the **insured vehicle** but not exceeding 3.5 tonnes in any event.

Territorial limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

Total loss

The **insured vehicle** is damaged and is determined to be beyond economical repair by the motor insurer that provides the cover for **your motor insurance policy**.

Undriveable

Damaged in a manner which (albeit temporarily) renders it unfit for lawful use on a public highway within the **territorial limits** or is off the road being repaired.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer

UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

You/your

The person whose name is shown on the **policy schedule** as the insured person.